414

SUPREME COURT OF THE UNITED STATES.

No. 81.

ELISHA MORRILL, PL'FF IN ER.,

vs.

JOHN CONE AND CARLOS J. CONE.

IN ERRO. TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS.

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UNITED STATES OF AMERICA,
Northern District of Illinois.

Pleas in the circuit court of the United States of America for the northern district of Illinois, held at the city of Chicago, in said northern district of Illinois, before the honorable John McLean, one of the Justices of the Supreme Court of the United States of America, presiding, and the honorable Thomas Drummond, judge of the district court of the United States for said northern district of Illinois, associate, judges of said circuit court, on Thursday, the sixteenth day of July, in the July term of said court, in the year of our Lord one thousand eight hundred and fifty-seven, and of our independence the eighty-second year.

ELISHA MORRILL
vs.
JOHN CONE and CARLOS J. CONE. } In ejectment.

Be it remembered that heretofore, to wit, on the second day of July, in the year of our Lord one thousand eight hundred and fifty-five, in the July term, A. D. 1855, of the said circuit court of the United States for said northern district of Illinois, came the said Elisha Morrill, plaintiff in this suit, by Messrs. Williams, Laurence, and Williams, his attorneys, into said circuit court, at Chicago aforesaid, and filed in open court his declaration, notice, and affidavit of service thereof, together with his bond for costs in said entitled cause; which said declaration, notice, affidavit, and bond are in the words and figures following, to wit:

UNITED STATES OF AMERICA,
State and District of Illinois.

Circuit court of the United States, July term, A. D. 1855, northern district, at Chicago.

John Cone and Carlos J. Cone, who is a citizen of the State of Illinois, was summoned to answer unto Elisha Morrill, who is a citizen of the State of New Hampshire, of a plea of trespass and ejectment; for that whereas heretofore, to wit, on the fifteenth day of May, in the year eighteen hundred and fifty-five, at and within the county of Warren, district and State of Illinois, the said plaintiff was possessed as of his own demesne in fee simple of a certain tract of land situate at and within the said county and State, and known as the southwest quarter of section thirty-six, township eleven north, range one west, in the county of Warren, and State of Illinois, which lands exceed in value five hundred dollars; and the said plaintiff being then and there so possessed of said premises, he, the said defendant, thereafterwards, to wit: on the day and year aforesaid, entered into the said described

premises, and from the time last aforesaid has unlawfully withheld, and does now unlawfully withhold from the said plaintiff the possession of the said premises, to the damage of the said plaintiff the sum of one hundred dollars, and therefore he brings suit, &c.

WILLIAMS, LAURENCE & WILLIAMS,
Attorneys for Plaintiff.

To Mr. JOHN CONE and CARLOS J. CONE.

You are hereby notified that the declaration, with a copy of which you are now herewith served, and to which copy this notice is subjoined, will be filed in the circuit court of the United States for the district and State of Illinois, at Chicago, on the first day of the next July term thereof, A. D. 1855, at Chicago; and that upon filing the same, a rule will be entered requiring you to appear and plead to the said declaration within twenty days after the entry of said rule; and that if you neglect so to appear and plead, a judgment by default will be entered against you, and the plaintiff will recover possession of the premises specified in said declaration.

Dated this 18th day of May, A. D. 1855.

WILLIAMS, LAURENCE & WILLIAMS,
Attorney for Plaintiff.

UNITED STATES OF AMERICA,
State and District of Illinois, ss:

Circuit court of the United States, northern district of Illinois, July term, A. D. 1855.

ELISHA MORRILL
vs.
JOHN CONE and CARLOS J. CONE. } In ejectment.

I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action, either to the opposite party or to any of the officers of this court, in pursuance of the laws of this State.

Dated this 2d day of July, A. D. 1855.

WILLIAMS, LAURENCE & WILLIAMS.

STATE OF ILLINOIS,
Warren County, ss:

Circuit court, term, A. D. 185 .

ELISHA MORRILL
vs.
JOHN CONE et al. } In ejectment.

James McCoy, sheriff, being duly sworn, deposes and says, that

he did, on the 11th day of June, A. D. 1855, personally serve the defendants in this suit, who is the actual occupants of the premises for which this action was brought, with a true copy of the declaration hereunto annexed, and also a true copy of the notice, in writing, to the said declaration subjoined, and likewise hereunto annexed; and further this deponent saith not.

JAMES McCOY, *Sheriff W. C.*

Subscribed and sworn to before me this 12th day of June, A. D. 1855.

WM. BILLINGS, *Clk.*

[WARREN CIRCUIT COURT SEAL, ILL.]

Endorsed: "Filed July 2d, 1855. Wm. H. Bradley, clerk."

Whereupon, on the said second day of July, in the year last aforesaid, in the said July term of said court, A. D. 1855, in the records of the proceedings thereof in said cause, the following rule was entered, to wit:

ELISHA MORRILL
vs.
JOHN CONE and CARLOS J. CONE. } Ejectment.

Now comes the plaintiff by his attorney, and files his declaration in ejectment, together with a notice thereto attached, and also an affidavit of a due service of a true copy of said declaration and notice upon the defendants; and on motion of the plaintiff by his attorney,

It is ordered by the court, that the cause be docketed, and the defendants plead thereto within twenty days, or that their default be entered.

And afterwards, to wit, on the fourth day of July, in the year last aforesaid, in the said July term of said court, A. D. 1855, came the said John Cone and Carlos J. Cone, defendants, by Messrs. Manning & Merriman, their attorneys, into the said circuit court, and filed their plea to the plaintiff's declaration; which said plea is in the words and figures following, to wit:

U. S. circt. court, northern dist. of Ills., July term, 1855.

ELISHA MORRILL
vs.
JOHN CONE and CARLOS J. CONE. } In ejectment.

Defendants come and defend the force and injury, when, &c., and say they are not guilty in manner and form as above declared

by plaintiffs, and of this they put themselves upon the country, &c.

MANNING & MERRIMAN,
For Defts.

Endorsed: "Filed July 4th, 1855. Wm. H. Bradley, clerk."

And afterwards, to wit, on Wednesday, the eighth day of July, in the year of our Lord one thousand eight hundred and fifty-seven, in the July term, A. D. 1857, of said circuit court, the following entry was made upon the record of the proceedings of said court in said cause, to wit:

ELISHA MORRILL
vs.
JOHN CONE and CHARLES J. CONE. } Ejectment.

Now at this day come the parties by their attorneys, and upon issue joined, thereupon come a jury of good and lawful men, to wit: Samuel Douglass, Thomas J. Phelps, E. B. Baker, Robert Lincoln, John Russell, William H. Pratt, Levi J. Woodbury, William Gittings, Benjamin C. Davis, Francis S. Gould, Silas Bruce, and John Mosier, who were duly elected, tried, and sworn; and after hearing part of the testimony, the hour of adjournment having arrived, the further hearing and trial of the cause is postponed until to-morrow morning.

And on the next day, to wit, Thursday, the ninth day of July, in the year last aforesaid, in the said July term of said court, the following entry was made upon the record of the proceedings of said court in said cause, to wit:

ELISHA MORRILL
vs.
JOHN CONE and CHARLES J. CONE. } Ejectment.

Now come again the parties by their attorneys, and also the jury heretofore empannelled herein, and after concluding the testimony, it is ordered that the arguments of counsel be postponed to a future day.

And afterwards, to wit, on Tuesday, the fourteenth day of July, in the year last aforesaid, in the said July term, A. D. 1857, of said court, the following entry was made upon the record of the proceedings of said court in said cause, to wit:

ELISHA MORRILL
vs.
JOHN CONE and CHARLES J. CONE. } Ejectment.

Now come again the parties by their attorneys, and now come

on to be heard the arguments of counsel to the court, which being concluded, the court take time to consider.

And afterwards, to wit, on Thursday, the sixteenth day of July, in the year last aforesaid, in the said July term, A. D. 1857, of said circuit court, the following verdict and judgment were entered upon the record of the proceedings of said court in said cause, to wit:

ELISHA MORRILL
vs.
JOHN CONE and CHARLES J. CONE. } Ejectment.

Now come again the parties by their respective attorneys, and now come also the jury heretofore empannelled in this cause, and after receiving instructions from the court, the jury return into court the following verdict, to wit: We, the jury, find the defendants not guilty.

It is thereupon considered by the court that the defendants have and recover of the plaintiff their costs by them about their defence in this behalf expended, amounting to the sum of
and that they have execution therefor.

The following exceptions were made by the plaintiff upon the trial of this cause, and were allowed, and are in the words and figures following, to wit:

ELISHA MORRILL
vs.
JOHN CONE and CARLOS J. CONE.

Be it remembered that on the trial of this case, the plaintiff, to sustain the issue on his part, offered and read in evidence to the jury—

1st. An exemplification of a patent, in the words and figures following:

GENERAL LAND OFFICE, *November 6th*, 1855.

In accordance with the seventh section of the act of Congress, approved the 4th of July, 1836, entitled "An act to reorganize the General Land Office," and with the act of Congress, approved the 3d of March, 1843, entitled "An act in relation to the exemplification of the records of land patents and other evidences of title, and amendatory of the act entitled 'An act to reorganize the General Land Office,'" I, Thomas A. Hendricks, Commissioner of the General Land Office, do hereby certify that the annexed is a true and literal exemplification from page 280, vol. 21.

The record of the patent in this case, of which the annexed is a literal exemplification as aforesaid, was omitted to be signed as required by law, as appears from the record of the same in this

office; but the 1st section of the act of March 3d, 1843, above referred to, provides that where such exemplifications are adduced in evidence, they shall be deemed and held to be of the same validity in all proceedings, whether at law or in equity, as if the names of the officers signing and countersigning the same had been fully inserted in such record.

[SEAL.] In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, on the day and year first above written.

THOS. A. HENDRICKS,
Commissioner of the General Land Office.

MILITI FORTI ET FIDELI.
(Device.)

James Monroe, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that in pursuance of the acts of Congress appropriating and granting land to the late army of the United States, passed on and since the sixth day of May, 1812, Benjamin Abbott having deposited in the General Land Office a warrant in his favor, numbered 16,397, there is granted unto the said Benjamin Abbott, late a private in the eleventh regiment of infantry, a certain tract of land containing one hundred and sixty acres, being the southwest quarter of section thirty-six, of township eleven north, in range one west, in the tract appropriated (by the acts aforesaid) for military bounties in the Territory of Illinois:

To have and to hold the said quarter-section of land, with the appurtenances thereof, unto the said Benjamin Abbott, and to his heirs and assigns, forever.

In testimony whereof, I have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the city of Washington, this ninth day of April, in the year of our Lord one thousand eight hundred and eighteen, and of the independence of the United States of America the forty-second.

By the President, J. M.

[SEAL.] J. M., *Commissioner of the General Land Office.*

Vol. 21, page 280.

2d. A deed from Benjamin Abbott to Elisha Morrill, in the words and figures following:

This indenture, made the twenty-ninth day of January, in the year one thousand eight hundred and fifty-five, between Benjamin Abbott, of Concord, in the county of Merrimack, and State of New Hampshire, of the first part, and Elisha Morrill, of Concord aforesaid, of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of one dollar, lawful

money of the United States of America, to me in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released, and quitclaimed, and by these presents do remise, release, and quitclaim, unto the said party of the second part, and to his heirs and assigns, forever, all his right, title, and interest in and to all that certain tract of land situated in the county of Warren, and State of Illinois, described as the southwest quarter of section thirty-six, (36,) in township eleven (11) north, of range one (1) west, being the same land granted to me on warrant 16,397; patent dated April 9th, 1818, containing one hundred and sixty acres, more or less:

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances: To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

BENJAMIN ABBOTT, [SEAL.]

Sealed and delivered in the presence of—
L. D. STEVENS,
JAMES B. ABBOTT.

STATE OF NEW HAMPSHIRE,
Merrimack County, ss:

Be it remembered, that on the twenty-ninth day of January, 1855, before me, the subscriber, one of the justices of the peace in and for the said county, appeared Benjamin Abbott, to me personally known to be the individual described in and who executed the within deed, and that the said Benjamin Abbott acknowledged that he had executed the same.

L. D. STEVENS,
Justice of the Peace.

STATE OF NEW HAMPSHIRE.

SECRETARY'S OFFICE, CONCORD,
January 29th, 1855.

I hereby certify, that at the date of the annexed attestation Lyman D. Stevens was a justice of the peace for the county of

Merrimack, in the said State, duly commissioned and qualified, and that to his acts and attestations as such, full faith and credit are and ought to be given in and out of court. Said deed and acknowledgment are executed according to the laws of the State of New Hampshire, and the signature of said L. D. Stevens is genuine.

[L. S.] In testimony whereof, I have hereunto affixed the seal of the State the date above written.

JOHN L. HADLEY,
Secretary of State.

Endorsed: No. 13,384. Filed February 7th, 1855, and recorded in Warren county, Illinois, vol. 21, page 468. Wm. Billings, clerk.

3d. A deed for said land from Nathaniel Abbot to Elisha Morrill, dated October 26th, 1838.

The defendant, to sustain the issue on his part, then offered and read in evidence to the jury—

1st. The original patent from the United States to Benjamin Abbott for the land sued for, dated April 9, 1818, and of which that offered by the plaintiff was an exemplification.

2d. A deed duly executed, acknowledged, and certified from Benjamin Abbott to Nathaniel Abbott for said land, dated May 9, 1818, and duly recorded in the proper recording office on the 23d of November, 1818.

3d. A power of attorney duly executed, acknowledged, and certified from Joseph Low, Nathaniel Abbott, and John D. Abbott to Abraham Beck, dated July 14, 1820, and duly recorded in the proper recording office on the 30th of July, 1821, and which said power of attorney is in the words and figures following, to wit:

Know all men by these presents, that we, Joseph Low, John D. Abbott, and Nathaniel Abbott, all of Concord, county of Rockingham, and State of New Hampshire, being seized in fee of and in all those certain lots, pieces, or parcels of land named and described in the annexed list or schedule, situate, lying, and being in the tract appropriated by acts of Congress for military bounties in the State of Illinois, and which were severally granted to the persons whose names are annexed to each lot or parcel of land have made, constituted, and appointed, and by these presents do make, constitute, and appoint Abraham Beck, of the town of St. Louis, and State of Missouri, our true and lawful attorney, for us and in our names to sell and convey the whole of the said described lands, and make, execute, and deliver good and sufficient warranty deeds for each and every of the aforesaid lands, and to grant and convey the same absolutely in fee simple for such price or sum of money, and to such person or persons as he may think fit and convenient, with such clauses, over-acts, and agreements as our said attorney shall think fit and expedient, hereby ratifying and con-

firming all such deeds and conveyances, bargains and sales, which shall at any time be made by our said attorney, touching or concerning the premises.

In witness whereof, we have hereunto set our hands and seals this fourteenth day of July, 1820: provided, however, that the condition is understood to be such that our said attorney is to take sufficient security on real estate for all the above lands which may be sold on a credit.

JOSEPH LOW, [SEAL.]
NATH'L ABBOTT, [SEAL.]
JOHN D. ABBOTT, [SEAL.]

Signed, sealed, and delivered in presence of—

JOSHUA ABBOTT,
JOHN A. LOW.

STATE OF NEW HAMPSHIRE,
Rockingham, ss:

Personally appeared the within-named Joseph Low, Nathaniel Abbott, and John D. Abbott; acknowledged the foregoing to be their free act and deed.

Before me,
Feb. 12, 1821.

ISAAC HILL,
Justice Peace.

STATE OF NEW HAMPSHIRE,
Rockingham, ss:

Be it known, that on the day of the above-written instrument, Isaac Hill, esquire, was a justice of the peace in and for the county of Rockingham, and that to his acts and attestations as such full faith and credit are due and to be given in and out of court, both within and out of the State.

In testimony whereof, I have hereunto subscribed my name, and affixed my notarial seal, at Concord, on the day of the date hereof. [SEAL]

JOSEPH LOW,
Notary Public.

Samuel Stevenson	NW. 15,	1 N.	2 W.
Walter Jackson	NW. 19,	10 S.	2 W.
William Wood	NW. 33,	12 N.	1 W.
David Leighton	NW. 11,	14 N.	8 E.
John Brown	SE. 9,	13 N.	8 E.
Elisha Smith	NW. 15,	13 N.	9 E.
Jonas Richardson	SW. 15,	3 N.	8 W.
Antoine Shunys	SW. 5,	4 S.	6 W.
Samuel Glines	SW. 36,	6 N.	7 W.

Philip Kimball	SE.	7,	6 N.	6 W.
William Haynes	NW.	27,	6 S.	4 W.
Moses Davis	SE.	20,	9 N.	3 W.
Dudley Trumbull	NW.	23,	9 N.	5 W.
Reuben Hardy	SW.	27,	3 N.	5 W.
Benjamin Abbot	SW.	36,	11 N.	1 W.
Joseph Owen	NW.	29,	2 N.	4 W.
James Dorr	NW.	17,	12 S.	2 W.
Josiah W. Coburn	SE.	7,	5 N.	7 W.
Charles Harper	NE.	15,	5 N.	8 W.
Gilbert Jones	SE.	29,	11 N.	3 E.
Richard Siloor	SW.	29,	6 S.	3 W.
Joseph Bigford	NE.	27,	5 N.	6 W.
William Crawford	NE.	14,	11 N.	3 W.
Royal Jackman	NW.	17,	2 S.	4 W.
Robert Finikan	NE.	36,	11 N.	6 E.
Rix Danford	SE.	11,	2 S.	4 W.
Bursiel Siloor	NW.	36,	11 N.	6 E.
Eliphalet L. Morse	NE.	13,	3 N.	7 W.
Frederick Wilkins	NW.	13,	3 N.	7 W.
Benjamin Bailey	SE.	19,	13 N.	3 W.
Jonathan Downing	SW.	11,	4 N.	3 E.
Daniel Coffin	NE.	6,	4 N.	2 W.
John Henderson	SW.	7,	6 N.	6 W.
Josiah W. Coburn, jun	NE.	11,	9 N.	4 W.
Isaac S. Bradbury	SW.	29,	7 N.	3 W.
Thomas Brown	NE.	25,	7 N.	2 W.
John Hoit	SW.	4,	3 S.	8 W.
Bullard M. Noyes	NE.	4,	12 N.	3 E.
Joseph Piper	SE.	14,	11 N.	4 W.
Daniel McIntyre	SW.	23,	1 S.	5 W.
Frederick Dorr	NW.	15,	5 N.	6 W.
Joseph Pike	NE.	30,	1 S.	4 W.
Parker More	SE.	31,	9 N.	3 W.
James P. Batchelor	NE.	26,	1 N.	6 W.
Ezkiel Burnham	SW.	12,	5 N.	7 W.
Thomas D. Durgeon	SE.	26,	3 N.	7 W.
William Rhines	NE.	9,	1 N.	8 W.
Abner Fisher	NE.	4,	3 N.	6 W.
Daniel Day	NW.	9,	6 N.	5 E.
Temple H. Hoit	SE.	11,	10 N.	6 E.
James Orkins	NW.	17,	5 N.	3 E.
Joseph Gould	NW.	34,	6 S.	3 W.
Thomas Worthby	SE.	5,	1 S.	7 W.
Joseph Patch	SE.	8,	9 N.	7 E.
Edmund Silar	SE.	15,	6 N.	8 W.
Obadiah Calbey	NE.	3,	4 N.	3 W.
Reuben Fellows	NW.	5,	2 N.	8 W.

Benjamin Howard	NW. 3,	3 N.	6 W.
James Goodwin	SW. 20,	8 N.	2 W.
Rufus Orcutt	SW. 15,	6 N.	3 E.
Joseph Robey	SE. 25,	3 N.	2 E.
John Andrews	NW. 23,	12 N.	7 E.

Signed this 14th July, 1820.
Recorded 30th July, 1821.

STATE OF ILLINOIS,
Pike County.

RECORDER'S OFFICE, PITTSFIELD,
March 2d, A. D. 1842.

I hereby certify that the foregoing instrument of writing is a true [copy] of a power of attorney from Joseph Low, Nathaniel Abbott, and John D. Abbott, to Abraham Beck, as appears on record in this office, in volume one, on pages 449 and 450.

[SEAL] Given under my hand and private seal, there being no official seal yet provided for said office.

JOHN J. TINNBAUGH,
Recorder.
By P. U. O. THOMPSON, *D. R.*

4th. Deed from Joseph Low, Nathaniel Abbott, and John D. Abbott, by their attorney in fact, Abraham Beck, to Wm. M. O'Harra, of St. Louis, Missouri, for the lands mentioned and described in the schedule attached to the foregoing power of attorney; which said deed is dated September 12th, 1820; is expressed upon its face to be "for and in consideration of the sum of three thousand five hundred and thirty-four dollars to them in hand paid, the receipt whereof is hereby acknowledged;" is duly acknowledged and certified, and duly recorded in the proper recording office on the 9th day of May, 1821.

5th. A mortgage from William M. O'Harra, of St. Louis, Mo., to John P. Cabanné, of the same place, for fifty quarter-sections of the foregoing lands, including the one sued for, said mortgage being to secure the payment of five thousand and ninety-three dollars and 33 cents, being dated on the day of September, 1820, duly acknowledged and certified on the 3d day of October, 1820, and duly recorded in the proper recording office on the 21st day of February, 1821.

6th. A certified copy of the record and proceedings in a chancery suit in the circuit court of Pike county, Illinois, (said lands being situated in said county,) for the foreclosure of the mortgage aforesaid, including a decree of said court rendered at the October term, 1822, foreclosing said mortgage, ordering a sale of the lands for the payment of the mortgage debt, and appointing Henry Starr, esq., special commissioner to make said sale. Report of

said Starr, commissioner as aforesaid, of the sale of said lands, and decree of the court at the April term, 1823, approving and confirming said report; and report of said Henry Starr, commissioner of deed, to John P. Cabanné, for a portion of said mortgaged lands, including the tract sued for purchased by him at the commissioner's sale, and decree of said Pike county circuit court approving said deed, and ordering it to be certified.

7th. Deed from Henry Starr, commissioner as aforesaid, to John P. Cabanné, for a portion of the mortgaged lands, including the tract sued for; said deed dated February 20, 1823, duly acknowledged and certified on the 1st day of May, 1823, and duly recorded.

8th. Deed from John P. Cabanné to Daniel F. Lee and Jesse M. McCutchen for the land sued for, dated May 9, 1834, duly acknowledged and certified, and duly recorded February 10, 1835.

9th. Seven other deeds, all of which were duly executed, acknowledged, and recorded, and which constituted a regular chain of connection between the defendant, John Cone, and Lee and McCutchen, the grantees of John P. Cabanné, the last of said deeds being from Ezra P. Sanger to the defendant, John Cone, dated April 25, 1850.

10th. The defendants then proved that they took possession of said land in 1850, claiming under the title aforesaid, and that they had continued in possession, claiming under said title ever since.

11th. Defendants also proved that defendant, John Cone, had paid all taxes assessed upon said land for the years 1850, 1851, 1852, 1853, 1854.

The plaintiff then offered and read in evidence to the jury the deposition of Joseph Low in the words and figures following, to wit:

1st interrogatory. What is your name and residence?

Answer by deponent. My name is Joseph Low, and I reside in Concord, New Hampshire.

2d interrogatory. Where did you reside in the year 1819, 1820, and 1821? and where have you resided from that date to the present time?

Answer by deponent. At Concord, New Hampshire.

3d interrogatory. Are you or are you not one of the persons who executed the power of attorney, of which a copy is hereto annexed, marked exhibit "A," and purporting to be executed by Joseph Low, Nathaniel Abbot, and John D. Abbot, to Abraham Beck, bearing date July 14, 1820, and acknowledged February 12, 1821?

Answer by deponent. I am.

JOSEPH LOW.

MATHEW HARVEY.

4th interrogatory. Was or was not said power executed upon

the day of its date? and if not, please state upon what day it was in fact executed, and how it came to be dated of a different day from the day of its actual execution?

Answer of deponent to the 4th interrogatory. It was not executed on the day of its date, but was executed on the 12th day of February, 1821. Previous to the 31st day of May, 1820, said Beck had been acting as the agent of this affiant, and the said Nathaniel Abbot and John D. Abbot under a verbal authority. On that day said Beck wrote him, this affiant, a letter, marked exhibit "B," hereto annexed, as a part of this answer, stating that he had found a purchaser for their lands upon the terms therein stated. This affiant accepted said offer by his letter to said Beck, dated July 12th, 1820, a copy of which was made by this affiant at the time, which copy, marked "C," is hereto annexed and made a part hereof; and afterwards forwarded to said Beck a power of attorney, dated July 14, 1820, signed by this affiant, Nathaniel Abbot, and John D. Abbot, authorizing said Beck to sell and convey their lands in Illinois, requiring of him, however, in said power of attorney, to take a mortgage to secure the payment of the purchase money on the lands so sold. On the 23d day of November, 1820, the said Beck wrote another letter to this affiant inclosing the first-mentioned power of attorney, with the date it now bears, (omitting, however, the last paragraph, which is in these words: provided, however, that the condition is understood to be such, that our said attorney is to take sufficient security on real estate for all the above lands which may be sold on a credit,) requesting that it should be executed for the reasons therein stated, a copy of which letter is hereto annexed, marked D, as part hereof. This affiant added in his own handwriting the proviso or last clause of the power of attorney received from said Beck, in his letter of November 23, 1820, and then he and the said Nathaniel Abbot and John D. Abbot executed it on the 12th day of February, 1821, without altering the date thereof, and returned it to said Beck.

There was no schedule of lands annexed thereto, and this affiant and the said Abbots never annexed any schedule of lands thereto.

JOSEPH LOW.

MATHEW HARVEY.

5th interrogatory. By whom was the proviso written at the end of the said power of attorney? and was it or was it not added to said power before the execution of said power?

Answer by deponent. It was written and added by this affiant, as stated in the above answer, before the execution thereof, at his office in said Concord.

6th interrogatory. Did or did not the said Abraham Beck sell the lands referred to in the said power of attorney? and if he did sell them, state to whom?

Answer by deponent. He did sell the lands mentioned in the

schedule now annexed to said power of attorney to William M. O'Hara, a copy of which is hereto annexed, marked exhibit "O."

7th interrogatory. Did or did not said Beck sell said lands on a credit? and if on a credit, please state whether the sale was made wholly on a credit, or only partially?

Answer by deponent. He did sell them wholly on a credit of nine, eighteen, and twenty-four months.

8th interrogatory. Did you, or did you not, or any of the persons who executed said power of attorney, ever receive from said Beck, or from any person on his account, the consideration money for which said lands were sold?

Answer by deponent. We never did receive from said Beck, or any other person, any part of said consideration money.

9th interrogatory. Did or did not said Beck, when he sold said lands, take security on real estate, or any other security, for the payment of the consideration money?

Answer by deponent. Said Beck did not, at the time of selling said lands, take any security for the payment of the purchase-money of any kind whatever, so far as this affiant is informed and believes, except in a certain covenant executed by William M. O'Hara to Abraham Beck, dated September 12, 1820, which this affiant has since learned was recorded in the recorder's office, in the county of Pike, and State of Illinois, on the 6th day of December, 1821, a copy of which is hereto annexed, marked exhibit "E."

JOSEPH LOW.

MATTHEW HARVEY.

10th interrogatory. Were or were not said lands sold in a body, or nearly all in a body, to one person upon his promissory note, and without security, and without the payment of anything down upon the sale of said lands?

Answer by deponent. This affiant is informed and believes that most of said lands were sold to one William M. O'Hara without security or the payment of anything in hand, upon the promissory notes of the said O'Hara payable to said Beck, which, as this affiant is informed and believes, were in the hands of the said Beck at the time of his death, and copies of which, six in number, as he is also informed and believes, signed by William M. O'Hara, payable to Abraham Beck, all being dated September 12, 1820, and copies of which are hereto annexed, and marked exhibit "F."

11th interrogatory. Did or did not the purchaser of said lands ever pay the consideration money, or any part thereof?

Answer by deponent. He did not, according to my knowledge, information, and belief.

12th interrogatory. Were or were not the following-described lands among those sold or pretended to be sold by said Beck to said O'Hara under said power of attorney, viz: The southwest quarter of section 27, township 3 north, range 5 west; the south-

east ¼ of 26, 3 north, 7 west; the northeast ¼ of 27, 5 north, 6 west; the southwest ¼ of 12, 5 north, 7 west; the north ½ of 13, 3 north, 7 west; the northwest ¼ of 15, 5 north, 6 west; and the southeast ¼ of 15, 6 north, 8 west; all of which tracts are in the military tract, State of Illinois?

Answer by deponent. They were.

JOSEPH LOW.

STATE OF NEW HAMPSHIRE,
County of Merrimack, December 24, 1855, *ss:*

Subscribed and sworn to before me,

MATHEN HARVEY,
Dist. Judge U. S. Dist., N. H.

"B."

ST. LOUIS, Mo., *May* 31*st*, 1825.

DEAR SIR: Since my last the following letters have been received, 3d, under dates of Feb'y 11th, 14th, and 18th, stating the non-arrival of any letter from me, and one under date of Feb'y 14th, giving a list of the deeds of 15 quarter-sects. in Illinois and Missouri, sent by you for sale; all of which have been duly received, and an account of sales of part rendered you under date of 29th March, since which I have been able to effect no sales on account of the extreme and increasing pressure of money affairs, which in fact suspends everything but barter.

We are now waiting until the fall season shall bring new emigrants. In the meantime, I have and shall use every endeavor to effect a sale. I have an offer for the whole, as below stated. I have also received yours of Feb'y 21st, to which an answer will be found below; also yours of 29th Feb'y, on the subject of the lots of Daniel Stran and Harnes T. Hinckley. The answers to the inquiry I received only a few days ago. The auditor says he is not able to receive the lots as in time, and that they are consequently subject to treble tax; but the probability is, that the legislature, which meets in December, will give some relief. D. Stran's lot was sold for taxes, and the whole amount necessary to redeem it will be $20. I could not find any deed or record to Haines F. Hinckley. I was therefore wholly in the dark on the subject, and among the deeds returned to me by the recorder at Edwardsville on your account, no deed to him was found; but from a transcript in my possession I find that a deed was recorded 16th Jan'y, 1819, from Haynes Brown to Dyer Hinckley, of Oxford, Grafton co., N. H., for S. ½ 9, 3 N., 6 W., which is probably the same lot.

This lot was sold for taxes, which amounted to $26 40. The amount, therefore, necessary to redeem it, including sheriff's fees, will be $53 60. Your directions about these lots will be punctually complied with.

Yours of the 22d March has also been received. I am disappointed in not getting the N. W. 8, 8 N., 8 E., as from your letter I had promised it; but the price offered was so large that the disappointment was not very great.

As to the value of military lands in Arkansas, I am at present unable to say much. There were some very valuable lots, of which I had obtained rates which would undoubtedly have commanded very high prices, but the settlers on the tract have been allowed pre-emption by a late law of Congress, and will undoubtedly secure the most valuable. The average price offered by speculators will not exceed 40 or 50 dollars.

Your several letters of March 13th and 30th, and April 3d, 7th, 14th, and 17th, have all been received. Your anxiety concerning the non-receipt of mine has been relieved by its receipt, as stated in yours of April 21. As to the inquiries about the sale of your lands, you will find an answer below.

Your two favors of April 10, enclosing a deed and patent from Joseph Bennet, were duly received. No offer has yet been had for the lot. I have also received yours of April 19th, enclosing a letter from Mr. Enoch Coffin, to which I have replied by this mail.

The following deeds left by Mr. John D. Abbott have been received by me from the recorder's office, viz:

34 deeds to John D. Abbot.
16 do. to Nath'l Abbot.
5 do. to Joseph Low.
1 do. to John Abbot.
2 do. to William Kent.
1 do. to Isaac Hill.
7 do. to Charles Hutchings.
2 do. to J. W. Kittridge.
1 do. to Ebenezer Coe.
1 do. to Horatio G. Prescott.
2 do. to Jonathan Eastman, jr.
1 do. to Daniel Stran.

73 deeds in all.

On examining these deeds, I have made the following observations:

Antonio Pharego conveys by deed to J. D. Abbott the SE. 5, 4 S., 6 W.; on the back of the deed it is marked SW. 5, 4 S., 6 W. Your list sent to me says SW., and I have paid taxes on SW. You have the patent, and I can therefore say which is right.

Royal Jachman conveys to N. Abbott NW. 17, 2 S., 4 W. Your list says NW. 12. I have paid taxes on both, supposing you owned both. I now presume you own but one.

Ezekiel Burnham conveys to J. D. Abbott RW. 12, 5 N., 7 W.

The receipt of the recorder and your list is for SE. 12, and I have paid taxes on SE. 12.

You can compare these with the original patents, and see what errors have occurred. I also find that I have paid taxes on all the land of John D. Abbott, N. Abbott, J. Low, John Abbott, W. Kent, J. Hill, C. Hutchings, J. W. Kitteridge, H. G. Prescott, and J. Eastman, jr., for which I have received the deeds from Mr. Radle, and that I have not paid on E. Coe and D. Stran, whose deeds I have also received.

In one of your former letters, you want me to inquire whether I can find any deed on record for SW. 13, 5 S., 3 W. To get an answer to such a question from the recorder's office, would be a herculean task; but I have, at considerable expense and labor, procured a transcript of the deeds on record, and have formed them into an index. From an examination, I find no deed on record for that lot.

Since the receipt of the deeds from the recorder's office, I have had a particular examination of them with the auditor's receipt for taxes, and I suspect I have found the error which you suggested in the receipts. In the recorder's transcript and receipts, and in one instance in your lists, 5 lots are entered for which no deeds are found, and by trifling variations agree with your real lots, for which I have the deeds, such as NW. for SW., &c., &c.

Having received your lists and the recorder's receipt, and having no correct document to govern me, I entered all I found, presuming you owned the whole; but from present appearances I am induced to believe 5 quarter-sections have been paid for by mistake. I will endeavor to have it rectified the first time I go to the auditor's office at Kaskaskia. To write would be useless, and perhaps injurious.

The NE. 8, 2 S., 6 W. which, in yours of Dec. 23, you say you know nothing about, was received by me from you for sale, and is still unsold, and is the lot of William Blanchard.

Enclosed you will receive Mr. Abbott's note to Mr. Randle, and Mr. Randle's receipt in full of your account.

On the subject of a sale of your interest in this country, I have made every exertion, and owing to the scarcity of money, no sales can be effected, and even the few who have been buying are quitting for the present. I have, however, at last obtained an offer from some individuals to unite in purchasing them; they will buy the whole lot you have, say 80 patents, at $5 ea., payable in 9, 18, and 24 mos., with 5 per cent. interest, secured by bond and mortgage on the property conveyed, and will buy from you those remaining unsold, sent by you to me for sale at the same time, at 60 days' credit; the time to commence whenever your acceptance of their proposal is received by me. They would prefer blank deeds for each lot.

You will recollect that you are in possession of all the patents, except 2 or 3.

I remain, yours respectfully,

AB'M BECK.

JOSEPH LOW, Esq.,
P. M., Concord, N. H.

"C."

POST OFFICE, CONCORD, N. H.,
July 12, 1820.

A. BECK, Esq.

SIR: I have concluded to accede to your offer for the Illinois bounty lands owned by myself and Mr. John D. Abbot, and now on record in the recorder's *offers*—say all in the name of Joseph Low, John D. Abbott and John Abbott, Isaac Hill, Charles Hutchins, William Kent, Nathaniel Abbot, and Horatio G. Prescott—say 80 lots at your price of $57 (dollars) each quarter-section, fifty-seven dollars each lot, amounting to four thousand five hundred and sixty dollars, payable in nine, eighteen, and twenty-four months in equal payments, and to forward to you within 90 days four patents for 160 acres of bounty land, to be equal to an average lot of those now in your possession, for your trouble of completing the bargain, and collecting the notes as they become due.

If, however, what I have proposed should not be considered by you equal to your commissions of 5 per cent., you will please to notify me without delay, and I will make it so. The condition, however, of the bargain is understood to be, by your letter to me of the 31st May, 1820, that good and sufficient notes are to be given for the full sum of $4,560, in equal payments of 9, 18, and 24 months, with a mortgage on the whole land referred to, and yourself responsible for the faithful performance of this contract, in point of the correctness of the writings to be given by the purchaser for the security of the whole lands to be in case of a failure on the part of said purchasers to meet their notes by payment as promised on the face of said notes, with an annual interest of five per cent. on the amount, and ourselves not liable for any tax after the 1st day of October, 1819, and by you to that time already paid.

The time for the payment as above to commence from and after the receipt of this letter.

I am now preparing a power to authorize you to make good and sufficient deeds for the whole of *of* the land within sold.

I shall send you a power for the greater part by next mail, and will send one for the balance, so soon as Mr. Abbott returns from Meredith, to which place he has gone to get a power from H. G.

Prescott, who now resides there. I have held myself bound in the meantime to fulfil in every particular in the engagement within entered into, and consider the bargain on my part as closed. I have concluded that it was best for me to send you a power in preference to giving a blank deed for each lot, as you seemed to leave it optional with me, as I considered that security could not be given for the land unless the mortgages was given by the same person in whose name it may be recorded.

Immediately on the receipt of this letter, I shall expect to hear from you.

Yours, with much respect,

JOSEPH LOW.

JOSEPH LOW.

D.—No. 1.

ST. LOUIS, *Nov.* 23, 1820.

DEAR SIR: Since my last I have received several communications which complete the title to 92 quarter-sections Ills. bounty lands, of which the list is enclosed, except NE. 9, 1 N., 8 W., William Rhenes, patentee, for which there is no patent. I have, however, completed the business. I have taken the notes and a covenant to perfect the mortgage as soon as a difficulty which has arisen is obviated.

I understood the intention of Mr. O'Hara, who is the purchaser, to be to give a mortgage on the lands. But it appears I misunderstood him. He offered to take the lands at the price and on the terms mentioned, and to give notes at 9, 12, and 24 mos., secured by mortgage. I understood, and so I wrote to you, that the mortgage could be on the lands; but he *ment* to give a mortgage on sufficient other property. This is a difference of no consequence, and I would have concluded the arrangement; but your power of att'y was a limited one, and under which a conveyance could not be good.

I therefore made the best arrangement I could, which was to make a conveyance of the property, and give a personal guarantee that a proper power of attorney would be forwarded; upon which Mr. O'Hara gave his notes as agreed, and arranged the balance, and gave me a covenant to execute a mortgage upon sufficient real estate whenever a power of att'y, duly executed, should arrive. I therefore consider the thing completed.

As to Mr. O'Hara's standing and responsibility, I refer you to Mr. Enoch Long, or to Major Long, both of whom well know him. I have drawn a power of att'y, and have shown [it] to Mr. O'Hara, who approves it. I enclose it to you to be executed.

My brother, Dr. Beck, will leave this probably before this letter will leave St. Louis; at all events, during this week. I have made

statements of all accounts between us, which he will exhibit to you, and pay you the cash balance due you, say $500 or upwards. The accounts are not yet made up.

I have, however, enclosed this by mail. As he will have considerable business on the way, and it may be some weeks longer than the mail before he arrives, and as Mr. O'Hara is anxious to perfect his title, as he purchases to sell or trade away, your early answer will therefore be acceptable. Your further commands will always receive every attention in my power, and I trust the completion of this business will give perfect satisfaction.

Yours respectfully,

AB'M BECK.

JOSEPH LOW, Esq.,
P. M., Concord, N. H.

JOSEPH LOW.

No. 2.

ST. LOUIS, MO., *Dec.* 1, 1820.

DEAR SIR: By the last mail I wrote you on the subject of your business, and suggested to you a difficulty which had occurred on the subject of the sale of your lands, viz: that W. M. O'Hara, to whom the lands were sold, suggested that he meant to give a mortgage on sufficient real estate, but not on these lands, as these lands were purchased for sale, and he did not wish to lock them up with a mortgage. As this was a matter of no consequence, I concluded with him accordingly, gave him a conveyance of the lands, and a guaranty that a proper power of att'y should be forwarded, and I took his notes for the amount, with a covenant that a mortgage on sufficient real estate should be given as soon as the power of att'y should be received.

I trust you have received that letter, and that the power of att'y has been forwarded. If, however, it has not, I will thank you to.

O.

No. 449. J. Low, J. D. Abbot, and N. Abbot, to A. Beck.

Know all men by these presents, that we, Joseph Low, John D. Abbott, and Nathaniel Abbot, all of Concord, county of Rockingham, and State of New Hampshire, being seized in fee of and in all those certain lots, pieces, or parcels of land named and described in the annexed list or schedule, situate, lying, and being in the tract appropriated by acts of Congress for military bounties in the State of Illinois, and which were severally granted to the persons whose names are annexed to each lot or parcel of land, have made, constituted, and appointed, and by these presents do make, constitute, and appoint Abraham Beck, of the town of St. Louis, and

State of Missouri, our true and lawful attorney for us and in our names to *sll* and convey the whole of the said described land, and make, execute, and deliver good and sufficient warranty deeds for each and every of the aforesaid lands, and to grant and convey the same absolutely in fee simple for such price or sums of money, and to such person or persons as he may think fit and convenient, with such clauses, over-acts, and agreements as our said attorney shall think fit and expedient, hereby ratifying and confirming all such deeds and conveyances, bargains and sales, which shall at any time be made by our said attorney touching or concerning the premises.

In witness whereof, we have hereunto set our hands and seals this fourteenth day of July, 1820; provided, however, that the condition is understood to be such, that our said attorney is to take sufficient security on real estate for all the above lands which may be sold on a credit.

JOSEPH LAW, [SEAL.]
NATH'L ABBOT, [SEAL.]
JOHN D. ABBOT, [SEAL.]

Signed, sealed, and delivered
in presence of—
JOSHUA ABBOT,
JOHN A. LAW.

STATE OF NEW HAMPSHIRE,
Rockingham, ss:

Feb. 12, 1821, personally appearing the within-named Joseph Law, Nathaniel Abbot, and John D. Abbot, acknowledged the foregoing to be their free act and deed.

Before me, ISAAC HILL,
Justice Peace.

STATE OF NEW HAMPSHIRE,
Rockingham, ss:

Be it known, that on the day of the date of the above-written instrument, Isaac Hill, esquire, was a justice of the peace in and for the county of Rockingham, and that to his acts and attestations as such full faith and credit are due and to be given in and out of court, both within and out of the State.

In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal, at Concord, on the day of the date hereof. [SEAL]

JOSEPH LOW,
Notary Public.

Samuel Stevenson	NW. 15,	1 N.	2 W.
Walter Jackson	NW. 19,	10 S.	2 W.
William Wood	NW. 33,	12 N.	1 W.

David Leighton	NW.	11,	14 N.	8 E.
John Brown	SE.	9,	13 N.	3 E.
Elisha Smith	NW.	15,	13 N.	9 E.
Jonas Richardson	SW.	15,	3 N.	8 W.
Antoine Shanyo	SW.	5,	4 S.	6 W.
Samuel Glines	SW.	36,	6 N.	7 W.
Philip Kimball	SE.	7,	6 N.	6 W.
William Haynes	NW.	27,	6 S.	4 W.
Moses Davis	SE.	20,	9 N.	3 W.
Dudley Trumbull	NW.	23,	9 N.	5 W.
Reuben Hardy	SW.	27,	3 N.	5 W.
Benjamin Abbot	SW.	36,	11 N.	1 W.
Joseph Owen	NW.	29,	2 N.	4 W.
James Daw	NW.	17,	12 S.	2 W.
Josiah W. Coburn	SE.	7,	5 N.	7 W.
Charles Harper	NE.	15,	5 N.	8 W.
Gilbert Jones	SE.	29,	11 N.	3 E.
Richard Silver	SW.	29,	6 S.	3 W.
Joseph Begford	NE.	27,	5 N.	6 W.
William Crawford	NE.	14,	11 N.	3 W.
Royal Jackman	NW.	17,	2 S.	4 W.
Robert Finikan	NE.	36,	11 N.	6 E.
Rix Danford	SE.	11,	2 S.	4 W.
Bursiel Silver	NW.	36,	11 N.	6 E.
Eliphalet L. Morse	NE.	13,	3 N.	7 W.
Frederick Wilkins	NW.	13,	3 N.	7 W.
Benjamin Bailey	SE.	19,	13 N.	3 W.
Jonathan Downing	SW.	11,	4 N.	3 E.
Daniel Coffin	NE.	6,	4 N.	2 W.
John Henderson	SW.	7,	6 N.	6 W.
Josiah W. Coburn, jun	NE.	11,	9 N.	4 W.
Isaac S. Bradbury	SW.	29,	7 N.	3 W.
Thomas Brown	NE.	25,	7 N.	2 W.
John Hoit	SW.	4,	3 S.	8 W.
Bullard M. Noyes	NE.	4,	12 N.	3 E.
Joseph Piper	SE.	14,	11 N.	4 W.
Daniel McIntyre	SW.	23,	1 S.	5 W.
Frederick Daw	NW.	15,	5 N.	6 W.
Joseph Pike	NE.	30,	1 S.	4 W.
Parker More	SE.	31,	9 N.	3 W.
James P. Batchelder	NE.	26,	1 N.	6 W.
Ezekiel Burnham	SW.	12,	5 N.	7 W.
Thomas D. Durgeon	SE.	26,	3 N.	7 W.
William Rhines	NE.	9,	1 N.	8 W.
Abner Fisher	NE.	4,	3 N.	6 W.
Daniel Day	NW.	9,	6 N.	5 E.
Temple H. Hoit	SE.	11,	10 N.	6 E.
James Orkins	NW.	17,	5 N.	3 E.

Joseph Gould	NW. 34,	6 S.	3 W.
Thomas Worthby	SE. 5,	1 S.	7 W.
Joseph Patch	SE. 8,	9 N.	7 E.
Edmund Silver	SE. 15,	6 N.	8 W.
Obadiah Calbey	NE. 3,	4 N.	3 W.
Reuben Fellows	NW. 5,	2 N.	8 W.
Benjamin Howard	NW. 3,	3 N.	6 W.
James Goodwin	SW. 20,	8 N.	2 W.
Rufus Orcutt	SW. 15,	6 N.	3 E.
Joseph Robey	SE. 25,	3 N.	2 E.
John Andrews	NW. 23,	12 N.	7 E.

Signed this 14th July, 1820.
Recorded 30th July, 1821.

STATE OF ILLINOIS,
Pike County.

RECORDER'S OFFICE, PITTSFIELD,
December 30, 1839.

I hereby certify that the foregoing is a true copy of a power of attorney from Joseph Low, John D. Abbott, and Nathaniel Abbott, to Abraham Beck, as appears on record in this office, in volume one, page 449 and 450.

[SEAL] Given under my hand and private seal, there being no official seal yet provided for said office.

JOHN J. TURNBAUGH,
Recorder.

Fees $1 37.

No. 1034. W. M. O'Hara's covenant.

Whereas, I have this day purchased of Abraham Beck, as attorney of Joseph Low and others, ninety-two quarter-sections of Illinois military bounty lands, for which I have agreed to pay him at the rate of fifty-seven dollars each, amounting to five thousand two hundred and forty-four dollars, which is payable, one-third at nine months, one-third at eighteen months, and one-third at twenty-four months, for which I have given my notes payable as above; and whereas I have given my notes payable as above; and whereas some defects exist in the power of attorney by which he has conveyed fifty-seven quarter-sections, part of the above, I do covenant and agree with the said Abraham Beck, that whenever he gets a power of attorney to convey said lots, and confirm his proceedings, and deliver the same to me, that I will execute and deliver to the said Abraham Beck, as attorney for the said persons mentioned, a mortgage upon good and sufficient real estate, sufficient to secure the payment of the above notes.

ST. LOUIS, *September* 12, 1820.

Recorded December 6, 1821.

WM. H. O'HARA.

STATE OF ILLINOIS,
County of Pike, ss:

I, James A. Kenney, clerk of the circuit court and ex-officio recorder in and for said county and State, do hereby certify that the foregoing covenant is a true and correct copy of the same, as appears of record in my office, in volume 2, page 212, Pike county, Ills., record.

In testimony whereof, I hereunto subscribe my name and affix the seal of said court this 17th day of November, A. D. 1854.

[SEAL]

J. A. KENNY, *Clerk.*
Per J. G. HODGEN, *D. C.*

"F."

Copies of W. M. O'Hara's Notes to Abraham Beck.

ST. LOUIS, *Sept.* 12, 1820.

Nine months after date, I promise to pay to Abraham Beck or order fifteen hundred and twenty dollars, with interest at five per cent. per annum, for value received.

(Signed) WM. M. O'HARA.

$1,520.

ST. LOUIS, *Sept.* 12, 1820.

Nine months after date, I promise to pay to Abraham Beck or order two hundred and twenty-eight dollars, with interest at five per cent. per annum, for value received.

(Signed) WM. M. O'HARA.

ST. LOUIS, *Sept.* 12, 1820.

Eighteen months after date, I promise to pay to Abraham Beck or order fifteen hundred and twenty dollars, with interest at five per cent. per annum, for value received.

(Signed) WM. M. O'HARA.

ST. LOUIS, *Sept.* 12, 1820.

Eighteen months after date, I promise to pay to Abraham Beck or order two hundred twenty-eight dollars, with interest at five per cent. per annum, for value received.

(Signed) WM. M. O'HARA.

ST. LOUIS, *Sept.* 12, 1820.

Twenty-four months after date, I promise to pay to Abraham Beck or order fifteen hundred and twenty dollars, with interest at five per cent. per annum, for value received.

$1,520.

ST. LOUIS, MO., *Sept.* 12, 1820.

Twenty-four months after date, I promise to pay to Abraham Beck or order two hundred twenty-eight dollars, with interest at five per cent. per annum, for value received.

(Signed) WM. M. O'HARA.

This being all the evidence in the case, and the court being of opinion that the title of the defendant, John Cone, to the premises in controversy deduced as aforesaid was a good and valid title, superior and paramount to the title of the plaintiff, so instructed the jury.

To which instruction the plaintiff by his attorney, at the time the same was given, excepted; and now prays that this his bill of exceptions may be signed, sealed, and made a part of the record herein, which is done accordingly.

It was admitted the property in controversy was worth more than two thousand dollars.

Exceptions allowed.

JULY, 1857.

THOMAS DRUMMOND, [SEAL.]

NORTHERN DISTRICT OF ILLINOIS, *ss:*

I, William H. Bradley, clerk of the circuit court of the United States for said northern district of Illinois, do hereby certify the foregoing transcript to be a true, full, and perfect copy from the record of all the proceedings which have been had in said circuit court in said cause of Elisha Morrell against John Cone and Carlos J. Cone, as the same now appear of record in my office.

[SEAL] In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at my office in Chicago, in said northern district, this fifth day of November, A. D. 1857.

WILLIAM H. BRADLEY, *Clk.*

The said Elisha Morrill, plaintiff in error, says that in the foregoing record and proceedings there is manifest error, in this, to wit:

1st. The court erred in instructing the jury that the title of the defendant, John Cone, to the premises in controversy, deduced as aforesaid, has a good and valid title superior and paramount to the title of the plaintiff, Elisha Morrill.

2d. The court erred in not instructing the jury that plaintiff, Elisha Morrill, had shown title in fee to the premises in controversy, and was entitled to recover thereon.